

SAPC-5557

Cc of

Letter Contract No. RA-1076

**General Precision Laboratory Incorporated
63 Bedford Road
Pleasantville, New York**

Attention:

25X1

Dear Sirs:

1. Introduction:

An order is hereby placed with General Precision Laboratory (hereinafter referred to as the Contractor) for the furnishing to the Government of the supplies and services set forth in Exhibit "A" attached hereto and hereby made a part hereof.

2. Direction to Proceed:

Except as otherwise expressly provided to the contrary herein, the Contractor is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the manufacture of the supplies or performance of the services called for herein, and to pursue such work with all diligence to the end that the supplies may be delivered or services performed at the earliest practicable date.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Armed Services Procurement Regulation in effect on the date hereof and the additional clauses which are made a part of this Letter Contract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full:

**7-103.1 (Definitions); 7-103.2 (Changes); 7-103.3 (Extras);
7-103.4 (Variation in Quantity); 7-103.5 (Inspection);
7-103.6 (Responsibility for Supplies); 7-103.7 (Payments);
7-103.9 (Additional Bond Security); 7-103.10 (Federal,
State and Local Taxes); 7-103.11 (Default); 7-103.12**

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(Disputes); 7-103.13 (Notice and Assistance Regarding Patent Infringement); 7-103.14 (Buy American Act); 7-103.16 (Eight-Hour Law of 1912); 7-103.17 (Walsh-Healey Public Contracts Act); 7-103.18 (Nondiscrimination in Employment); 7-103.19 (Officials Not to Benefit); 7-103.20 (Covenant Against Contingent Fees); 8-701 (Termination for Convenience of the Government); 7-104.3 (Employment of Aliens); 7-104.4 (Neutrality Act of 1939); 9-104 (Filing of Patent Applications); 9-105 (Patent Indemnity); 9-107 (Patent Rights); 9-103 (Reporting of Royalties); 9-202 (Copyright); 7-104.12 (Military Security Requirements); 7-104.14 (Utilization of Small Business Concerns); 7-104.15 (Examination of Records); 7-104.16 (Gratuities); 7-104.17 (Convict Labor); and 13-502 (Government Furnished Property).

(b) Reference in any of the clauses enumerated in (a) above to contract prices or adjustments in contract prices and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of Contractor's termination claims or shall be taken into account at the time of execution of the Definitive Contract contemplated herein.

4. Provision for Definitizing Contract:

By the Contractor's acceptance hereof, it undertakes, without delay, to enter into negotiations with the Government looking to the execution of a Definitive Contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive Order, and applicable Procurement Regulations to be included in contracts for supplies or services of the kind herein described. The Definitive Contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such Definitive Contract will be executed before 15 June 1956 and will be a firm fixed-price supply contract, subject to negotiation of firm prices on items 2 and 3 in Exhibit "A".

5. Authority to Obligate Funds, and Subcontracts:

The Contractor is not authorized to expend or obligate, in furtherance of its performance hereunder, more than \$299,400.00 in the aggregate. No contract, regardless of the amount thereof, shall be made

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by the Contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts or work herein called for, without the written approval of the Contracting Officer as to sources.

6. Revealing of Information to Non-Authorized Persons:

The Contractor has been notified of the security classification of this contract and shall treat all aspects of this contract in a manner commensurate with such classification. The Contractor is hereby directed not to reveal any information whatsoever with respect to the department of the Government sponsoring this contract or the interest of such department of the Government in the supplies or services being furnished hereunder to any person, public or private, or to any other department of the Government, except as the Contractor is directed or permitted to reveal such information by the Contracting Officer hereunder or by his duly authorized representative.

7. Alterations:

The following alterations of this Letter Contract have been made prior to the execution of this contract by the parties hereto:

(a) In referenced ASPR clause 7-104.15 (Examination of Records) delete "Comptroller General of the United States" and substitute in lieu thereof "Contracting Officer under this contract".

(b) No assignment of claims shall be made under this contract without the written approval of the Contracting Officer under this contract.

8. The Contractor's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one copy, fully executed, to the Contracting Officer no later than 15 April 1956. Such acceptance will constitute this order a contract on the terms set forth herein.

THE UNITED STATES OF AMERICA

By _____

Contracting Officer

25X1

ACCEPTED _____, 1956

Contractor (Affix Corporate Seal)

By _____

Title _____

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Letter Contract No. RA-1076

EXHIBIT "A"

1. SUPPLIES AND SERVICES:

A. The supplies and services to be furnished by the Contractor to the Government under the terms of this contract are the supplies and services described in the Contractor's letter to the Government dated 22 March 1956, items 1 through 3, inclusive, and item 5. These are as follows:

**Item 1 - Six each RADAN Ground Speed and Drift
Angle Measuring System - Model PC-201
Unit Price - \$39,900
Total Price. \$239,400**

**Item 2 - Two each Fly-Away Spare Parts Kits, each
one capable of supporting two each of Item 1
for a period of thirty days.
Estimated Price - \$10,000 each Kit
Total Estimated Price for Two Kits. 20,000
(The final firm price of these Kits is
subject to development by the Con-
tractor of a list of parts for each Kit
and negotiation of prices of such parts.
Contractor shall prepare such listing
within sixty days after date of execution
of this contract.)**

**Item 3 - Two each Spare Parts Kits, each one
capable of supporting two each of Item 1
for a period of 180 days.
Estimated Price - \$20,000 each Kit
Total Estimated Price for Two Kits. 40,000
(The final firm price of these Kits is
subject to development by the Con-
tractor of a list of parts for each Kit
and negotiation of prices of such parts.
Contractor shall prepare such listing
within sixty days after date of execution
of this contract.)**

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Item 4 - Not included in this contract. Will be the subject of a separate contractual agreement.

Item 5 - List of Recommended Test Equipment. Price included in Item 1. Test equipment itself not to be provided by the Contractor. Contractor shall provide such list within sixty days after date of execution of this contract.

All prices stated above are F. O. B., Pleasantville, New York.

An additional item, No. 6, over and above those contained in the referenced Contractor's letter, is added hereto:

Item 6 - Handbook of Instructions for Item 1 prepared in accordance with ARINC Report 403, Section 32. Total of 15 such handbooks shall be furnished by the Contractor. Price of these handbooks is included in the price for Item 1.

B. Performance Specifications:

Contractor guarantees equipment will comply with the General Performance Specifications, copies of which will be provided by the Contractor to the Government.

C. Warranty:

1. All equipment supplied by the Contractor hereunder, except vacuum tubes, is guaranteed to be free from defects of material and workmanship for a period of ninety days. For vacuum tubes, with the exception of the magnetron, the terms and conditions of the warranty published by the manufacturer of such tubes as in effect on the date of delivery of such equipment furnished hereunder shall apply.

2. The magnetron presently available for this equipment is guaranteed for thirty (30) hours of use. A magnetron having a guaranteed life of two hundred (200) hours is under development. When this magnetron becomes available, a related assembly required for conversion to use the improved magnetron will be supplied on a retrofit basis by the Contractor hereunder to the Government at no additional cost to the Government.

2. DELIVERY SCHEDULE:

A. Item 1 Delivery Schedule:

Two (2) each - No later than 1 October 1956
Two (2) each - No later than 1 December 1956
Two (2) each - No later than 1 January 1957

Total - Six (6) units.

B. Item 2 Delivery Schedule:

One (1) each - No later than 1 October 1956
One (1) each - No later than 1 November 1956

Total - Two (2) units.

C. Item 3 Delivery Schedule:

One (1) each - No later than 1 November 1956
One (1) each - No later than 1 December 1956

Total - Two (2) units.

D. Item 4 - Subject of separate contractual arrangements.

E. Item 5 - No later than 1 June 1956

Total of One (1) Listing - 10 copies.

F. Item 6 - Fifteen (15) each - No later than 1 October 1956

Total - Fifteen (15) units.

Distribution:

Orig - HT LOOSELY MASTER
2 - Contractor
3 - Finance
4 - Chrono
5 - Reading

RAK:gg 4/4/56